



December 6, 2001

Mayor Wesely and City Council
City of Lincoln
City County Building
Lincoln, NE

Mayor Wesely and Members of the City Council:

An investigation has been made regarding the application of Prensa Latina Inc., d.b.a. El Puente, 815 'O' Street requesting a class I liquor license for this location. This location was previously known as Zapata's, which held a class I liquor license.

Manuel Calderon holder of all shares in Prensa Latina Inc., requests that he be approved as the manager of this liquor license.

Background information on Manuel Calderon is as follows:

Manuel Calderon attended Aurora High School graduating in 1986. He served in the United States Navy 1988 to 1996. Mr. Calderon has been self-employed as the publisher of Prensa Latina newspaper since 1998.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

A handwritten signature in black ink, appearing to read "Tom Casady".

THOMAS K. CASADY, Chief of Police



Liquor License Business Report / Completed by Inv Fosler Date: _____

DBA: EL Puente

ADDRESS 815 'O' ST PHONE _____

TYPE OF INVESTIGATION:

PURCHASE UPGRADE EXPANSION NEW
OWNER MANAGER OTHER

TYPE OF BUSINESS Rest

CLASS: A B C D I J K CATERING OTHER _____

OWNERSHIP CORPORATION PARTNERSHIP INDIVIDUAL

PURCHASE PRICE _____ PROPERTY EQUIPMENT VALUE _____

AMOUNT FINANCED NONE SOURCE _____

COLLATERAL _____ COSIGNER(S) _____

LEASE AGREEMENT 39 mo 4 yr 3550 mo

EST INCOME %FOOD 40 %LIQUOR 60

COMMERCIAL INDUSTRIAL RESIDENTIAL

TRAFFIC moderate PARKING on-street

READY FOR OPERATION: YES NO, EST DATE _____

FOOD SERVICE Full # OF EMPLOYEES F/T 3 P/T 29

DOES LICENSE COMPLY WITH LEGAL DISTANCES: YES
NO _____

EST SEATING 330 EST # DAILY CUSTOMERS 110

HOURS OF OPERATION 11am - 1am 7 days

HUMAN RIGHTS COMMISSION CHECKED YES NO N/A

Liquor License Investigation

Business (DBA) EL PUENTE

☒ Manager ☒ Owner Other _____

Name: MANUEL CALDERON

US Citizen ? ☒ Yes No

Has applicant ever been cited for liquor law violations ? ☒ No Yes
Explain _____

Does applicant have an interest in another liquor license ? ☒ No Yes
Explain _____

Is spouse qualified to hold a license ? Yes No ☒ N/A

How is applicant if not an owner to be paid ? Salary Hourly N/A

How many hours will applicant be at the establishment ? 60

Any other employment ? No ☒ Yes, explain Paper

Any previous experience with a liquor license ? ☒ Yes No

Any criminal convictions ? No ☒ Yes
Comments 1985 MISD ASSAULT

Is applicant a property owner in Lincoln ? Yes ☒ No

Is applicant involved in any civil litigation ? ☒ No Yes
Comments _____

☒ Photo ☒ Records Check ☒ References

Comments _____

Interview Date 12/6/01

STATE OF NEBRASKA

(I-53836) 12/10/01; 12/24/01 1/h

Set date 11/26

PH: 12-17-0



CERTIFIED

November 9, 2001

NEBRASKA LIQUOR CONTROL COMMISSION

Forrest D. Chapma
Executive Director

301 Centennial Mall South, 5th Floor
P.O. Box 9504
Lincoln, Nebraska 68509-5004
Phone (402) 471-257
Fax (402) 471-281
TRS USER 800 833-7352 (TTY)

131270
89A

NOV 13 PM 3:10
CITY OF LINCOLN
NEBRASKA

Mike Johanns
Governor

Joan Ross, City Clerk
County/City Bldg
555 So 10th
Lincoln, NE 68508

RE: Class I Application (Prensa Latina Inc.
dba "El Puente")

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

John M. Boehm, Attorney ✓

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Luz Hoffman
Licensing Division

Enclosures
Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

R.L. (Dick) Coyne
Commissioner

An Equal Opportunity/Affirmative Action Employer

Printed with soy ink on recycled paper

FORM 35-4001
REV. 12.99

Cherh

53836
RECEIVED

APPLICATION FOR LICENSE
Nebraska Liquor Control Commission
PO Box 95046,
301 Centennial Mall South
Lincoln, NE 68509-5046

<http://www.nol.org/home/NLCC/>
Phone: (402) 471-2571
Fax: (402) 471-2814

NOV - 8 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

INSTRUCTIONS: Include: 1. Applicable fees payable to Liquor Control Commission 2. Copy of birth certificate or naturalization papers proving U.S. citizenship for each individual and spouse named on application (not required of corporations or spouse(s) who file an affidavit of no interest with application, Commission form 4178 3. Corporations must include copy of articles of incorporation as filed with the Secretary of States office in the state of Nebraska 4. Commission checklist, form 4251 5. Fingerprint cards and processing fees (are required of individuals, all partners and spouses. Corporate applicants must file for CEO/Manager & stockholders holding over 25% stock 6. All applications must be typewritten or printed clearly 7. Submit in Triplicate 8. Required areas marked by a red asterisk (*)

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND LIST OF FEES FOR EACH

Class of License (Check applicable class) *	Registration Fee	License Fees	Corporate Surety Bond
<input type="checkbox"/> A Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> F Beer, On Sale Only - Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> B Beer, Off Sale Only - Inside/Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> J Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input checked="" type="checkbox"/> I Spirits, Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> D Spirits, Wine, Beer, Off Sale Only - Inside Corporate Limits	\$45.00	\$150.00	exempt
<input type="checkbox"/> D1 Spirits, Wine, Beer, Off Sale Only - within extraterritorial zoning jurisdiction	\$45.00	\$150.00	exempt
<input type="checkbox"/> C Spirits, Wine, Beer On & Off Sale - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> M Bottle Club (Spirits, Wine, Beer, On Sale)	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> H Nonprofit Corporation	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> K Wine Only, Off Sale	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> O Boat	\$45.00	\$50.00	exempt
<input type="checkbox"/> V Manufacturer of Beer, Wine & Distilled Spirits	\$45.00	Varies \$100 to \$1,000	\$10,000 min.
<input type="checkbox"/> X Wholesale Liquor	\$45.00	\$500.00	\$ 5,000 min.
<input type="checkbox"/> W Wholesale Beer	\$45.00	\$250.00	\$ 5,000 min.
<input type="checkbox"/> Y Farm Winery	\$45.00	\$250.00	\$ 1,000 min.
<input type="checkbox"/> L Craft Brewery (Brew Pub)	\$45.00	\$250.00	\$ 1,000 min.

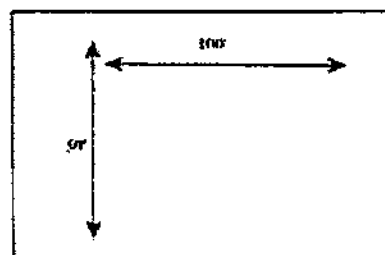
TYPE OF APPLICATION *		CORPORATE SURETY BOND INFORMATION	
Type of application being applied for (check appropriate box) 1. <input type="radio"/> Individual License requires Form 1 to be attached. 2. <input type="radio"/> Partnership License requires Form 2 to be attached. 3. <input checked="" type="radio"/> Corporate License requires Forms 3 and Manager Application to be attached		Bond Company - for Classes L V W X Y only _____ Start Date Month/Day/Year Bond Number _____ _____	
SECTION A -- LOCATION INFORMATION -- Must be completed by all applicants			
Trade Name (name of business) El Puente		Telephone Number at premise to be licensed 402-476-8802	
1) Street Address of Proposed licensed premise 815 "O" Street		2) Mailing Address for receipt of Liquor Control Commission mailings P O Box 83707	
City Lincoln	County Lancaster	City Lincoln	County Lancaster
Zip Code 68508		Zip Code 68501	

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

In the space provided draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations where only a portion of the entire bldg. is to be covered by the license. No blue prints will be accepted. Be sure to indicate the direction North and number of floors of the building.

See attached

N ↑



Example: East portion approximately 50' x 100' of main floor of 3 story building plus basement. Approximately 30' x 50' at the East end.

SECTION B - OTHER INFORMATION REQUIRED *			Explanation/Comments
	Yes	No	Note: Only what is visible on screen will be printed
<p>* 1. READ CAREFULLY. Answer completely and accurately.</p> <p>Has anyone who is a party to this application, or their spouse, <u>ever</u> been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. Include any DWIs or DUIs. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.</p>	<p>Yes</p> <p><input checked="" type="radio"/></p>	<p>No</p> <p><input type="radio"/></p>	<p>See attached</p>
<p>* 2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required).</p>	<p>Yes</p> <p><input checked="" type="radio"/></p>	<p>No</p> <p><input type="radio"/></p>	<p>I 46537</p> <p>Pen. Lab ID</p>
<p>* 3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license? If yes, attach copy.</p>	<p>Yes</p> <p><input checked="" type="radio"/></p>	<p>No</p> <p><input type="radio"/></p>	
<p>* 4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.</p>	<p>Yes</p> <p><input type="radio"/></p>	<p>No</p> <p><input checked="" type="radio"/></p>	
<p>* 5. Will any person or entity other than licensee be entitled to a share of the profits of the establishment? If yes, explain.</p>	<p>Yes</p> <p><input type="radio"/></p>	<p>No</p> <p><input checked="" type="radio"/></p>	

SECTION B.

1. Excessive acceleration, 06/1984, Hamilton County
Speeding, 07/1985, Hamilton County
Speeding, 05/1985, Seward County
No registration, 05/1988, Hamilton County
Insufficient funds check, 11/1984, Hall County
Speeding, 01/1993, Putnam County Florida
Speeding, 01/1994, Putnam County Florida
No license, 05/1995, Putnam County, Florida
Speeding 09/1989, Flagstaff, Arizona
Parking on wrong side of street, 07/1987, Hamilton County
Third degree misdemeanor assault, 11/1986, Hamilton County

<p>* 6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.</p>	<p>Yes <input checked="" type="radio"/></p>	<p>No <input type="radio"/></p>	<p>All existing furniture, fixtures and equipment will be leased from the owner, Ben Lobo</p>
<p>* 7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain?</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	
<p>* 8. Are the premises to be licensed within 150 ft. of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft. of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Per Sec. §53-177.</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	
<p>* 9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the persons exact duties.</p>	<p>Yes <input type="radio"/></p>	<p>No <input checked="" type="radio"/></p>	
<p>10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the person(s) who will be authorized to write checks and/or make withdrawals on accounts at such institutions.</p>			<p>US Bank, Manuel Calderon</p>
<p>11. List all past and present liquor licenses held by any person named in this application. Include license holder name, location of license and license number. Also list reasons for termination of any licenses previously held.</p>			<p>N/A</p>
<p>12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.</p>			<p>Manuel Calderon-60 hours per week</p>

13. List the training and experience of the person listed in #12 above in connection with selling and/or serving alcohol products.	Club Manager, Enlisted Club Pine Castle Naval Base-one year Asst. Manager, Enlisted Club Bethesda Naval Hospital-1 1/2 years Supervisor, The Fox, Hastings, NE One year																												
14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership, if leased submit a copy of the lease covering the entire license year. (Documents must show title or lease held interest in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed)	See attached																												
15. When do you intend to open for business?	As soon as license is submitted																												
16. List the principal residence for the past 10 years for all persons required to sign application. If necessary attach a separate sheet.																													
<table border="1"> <thead> <tr> <th>NAME</th> <th>FROM (YEAR)</th> <th>TO (YEAR)</th> <th>RESIDENCE (CITY, STATE)</th> </tr> </thead> <tbody> <tr> <td>Manuel Calderon</td> <td>2001</td> <td>2001</td> <td>Lincoln, NE</td> </tr> <tr> <td>Manuel Calderon</td> <td>1998</td> <td>2001</td> <td>Grand Island, NE</td> </tr> <tr> <td>Manuel Calderon</td> <td>1997</td> <td>1998</td> <td>Hastings, NE</td> </tr> <tr> <td>Manuel Calderon</td> <td>1996</td> <td>1997</td> <td>Aurora, NE</td> </tr> <tr> <td>Manuel Calderon</td> <td>1993</td> <td>1996</td> <td>Orlando, FL</td> </tr> <tr> <td>Manuel Calderon</td> <td>1993</td> <td>1993</td> <td>Gulfport, MS</td> </tr> </tbody> </table>	NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)	Manuel Calderon	2001	2001	Lincoln, NE	Manuel Calderon	1998	2001	Grand Island, NE	Manuel Calderon	1997	1998	Hastings, NE	Manuel Calderon	1996	1997	Aurora, NE	Manuel Calderon	1993	1996	Orlando, FL	Manuel Calderon	1993	1993	Gulfport, MS	
NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)																										
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Manuel Calderon	1993	1993	Gulfport, MS																										

The undersigned applicant(s) hereby consent(s) to a background investigation and release of present & future records of every kind and description including police records, tax records (State and Federal), bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation or any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and/or inaccurate.

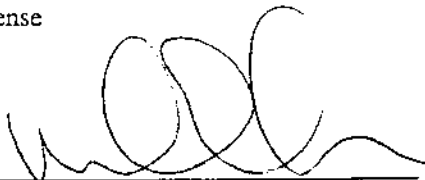
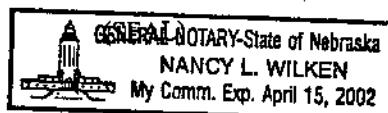
Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public. Must be signed by applicant and spouse; if a partnership, all partners and spouses must sign and corporation, all stockholders (holding more than 25% of the stock), officers, directors and spouses must sign. Full names only, initials not acceptable.

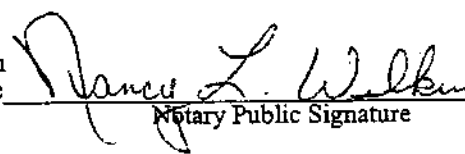
SECTION B.

16.

<u>NAME</u>	<u>FROM</u> <u>(Year)</u>	<u>FROM</u> <u>(Year)</u>	<u>RESIDENCE</u> <u>(City, State)</u>
Manuel Calderon	1992	1993	Rota, Spain
Manuel Calderon	1992	1993	Gulfport, MS
Manuel Calderon	1991	1992	Guam
Manuel Calderon	1991	1991	Rota, Spain
Manuel Calderon	1989	1991	Bethesda, MD

Sign
hereSign
HereSign
HereSign
HereSign
HereSign
HereSign
HereSign
HereSubscribed in my presence and sworn to before me this 8 day of November, 2001

In compliance with ADA, this application for license form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternative format.

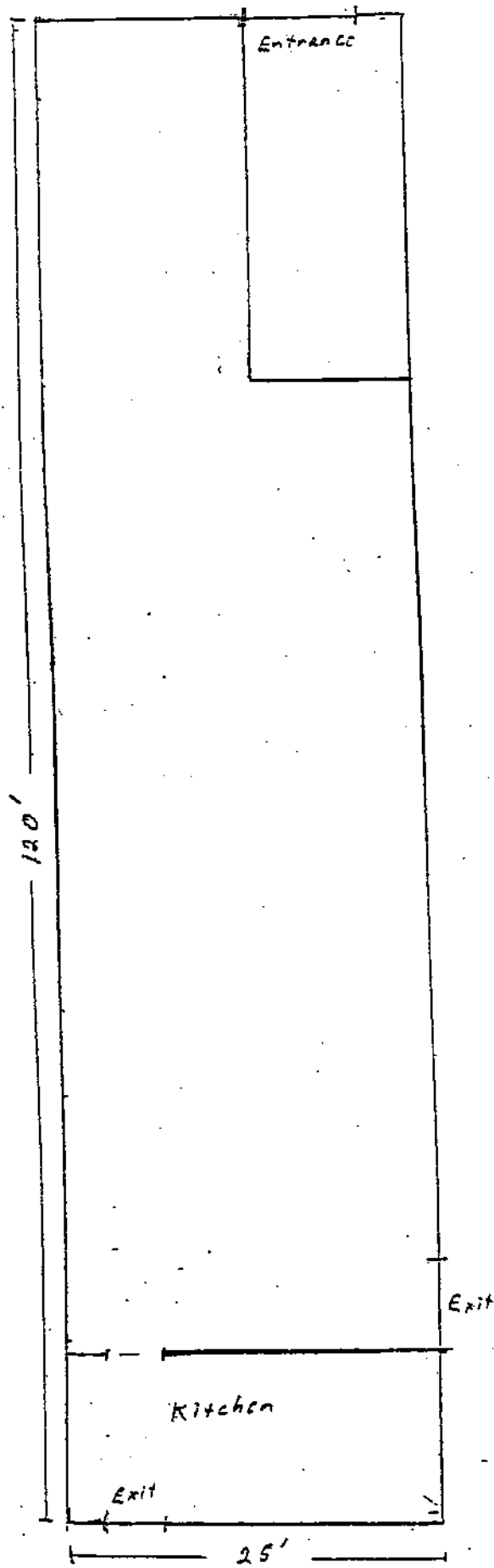
Sign
here
Notary Public Signature

Verify & Print form

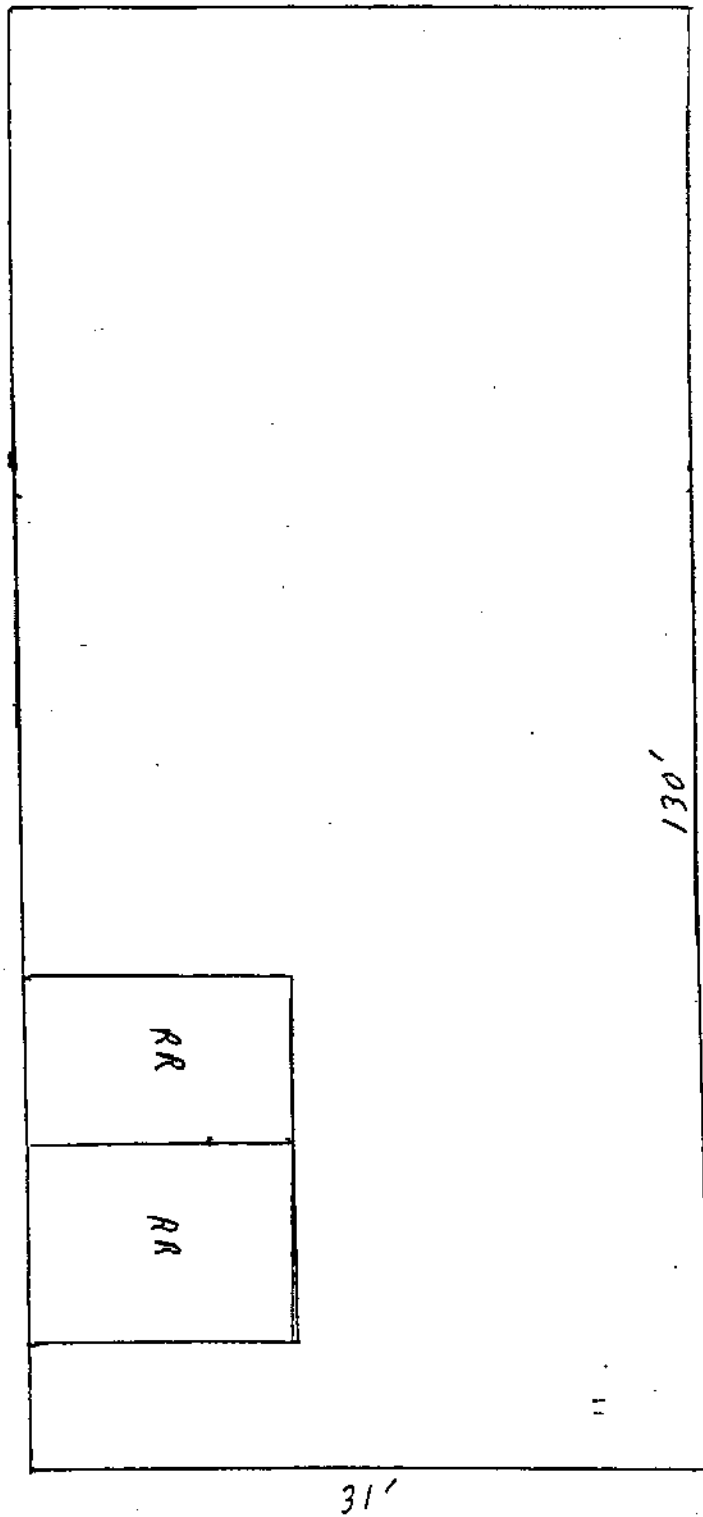
FORM 35-4010

1

REV 1/01



Basement - 815 "O" Street



N
A

Corporation/LLC Application for License - Form 3

Nebraska Liquor Control Commission

INSTRUCTIONS:

- 1) Application and application for manager must be typewritten and submitted in triplicate
- 2) Fingerprint cards (2 cards per person) must be submitted for: a) each stockholder owning over 25% of the stock, b) chief executive officer, c) proposed manager and d) all spouses
- 3) Information regarding spouses must be completed

Required areas marked by a red asterisk (*)

Name of Corporation That Will Hold License. Attach copy of Articles of Incorporation * Total Number of Shares (if corporation) *
 Prensa Latina, Inc. * 1000 *

Corporate Street Address * Mailing address for receipt of Liquor Control Commission Mailings *
 402 W. 3rd Street * P O Box 83707, Lincoln, NE 68501 *

Corporate Telephone Number * City * County * State * Zip Code *
 402-435-1634 * Grand Island * Hall * NE * 68601 *

Name of Registered Agent * Name of Proposed Manager *
 Manuel Calderon * Manuel Calderon *

IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER

Name * Title * Date of Birth *
 Manuel Guillermo Calderon * President * 7/8/67 *

Social Security Number * Home Address (1) * City *
 568-79-5380 * 5901 Locust Street * Lincoln *

State * Zip Code * Home Telephone Number *
 NE * 68516 * 402-486-6965 *

PRINCIPLE OFFICERS, DIRECTORS, STOCKHOLDERS, MEMBERS AND SPOUSES

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title
Name Manuel Calderon	568-79-5380	7/8/67	President
Spouse Name N/A			
Partner Number of Shares / % 1000	Spouse Number of Shares / %		

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title
Name _____	_____	_____	_____
Spouse Name _____	_____	_____	_____
Partner Number of Shares / % _____	Spouse Number of Shares / % _____		

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title
Name _____	_____	_____	_____
Spouse Name _____	_____	_____	_____
Partner Number of Shares / % _____	Spouse Number of Shares / % _____		

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title
Name _____	_____	_____	_____
Spouse Name _____	_____	_____	_____
Partner Number of Shares / % _____	Spouse Number of Shares / % _____		

Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title
Name _____	_____	_____	_____
Spouse Name _____	_____	_____	_____
Partner Number of Shares / % _____	Spouse Number of Shares / % _____		

(If Necessary, Continue on Separate Sheet)

Is this Corporation/LLC controlled by another Corporation?

Yes ☐ No ☒

Name of control Corporation

If YES, LIST EACH STOCKHOLDER/MEMBER OWNING MORE THAN 25% stock/interest in that corporation/LCC. Any applicant who has a Corporation as a shareholder MUST file an organizational chart listing all shareholders and/or corporations owning more than 25% stock and listing of the percentage of stock owned.

Please indicate below your corporate tax year with the IRS

Starting date: Jan. 1 Ending date: Dec. 31

State of Nebraska

)

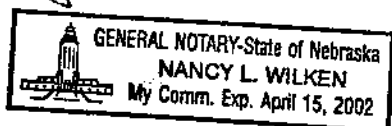
Lancaster County

)

ss.

)

Nancy L. Wilken
Notary Public Signature & Seal



By [Signature]
President/Member

[Signature]
Secretary/Member

In Compliance with ADA, this form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

Verify Form and Print

FORM 35-4183
REV. 02/01

Application for Corporate Manager

Must Be A Nebraska Resident

Please submit in Triplicate

Return to: Nebraska Liquor Control Commission, PO Box 95046
301 Centennial Mall So., Lincoln NE 68509

Phone: (402) 471-2571

Fax: (402) 471-2814

Web address: <http://www.nol.org/home/NLCC/>

Required areas marked by a red asterisk (*)

LIQUOR LICENSE INFORMATION

Name of Licensed Corporation

Class & License number

Prensa Latina, Inc. *

I-

Trade Name of Licensed Premise

El Puente *

Street Address of Licensed Premise

City

Zip Code

County

815 "O" Street *

Lincoln *

68508 *

Lancaster *

On behalf of the corporation, I designate this individual as corporate manager.

Signature of Corporate President/CEO:



APPLICANT INFORMATION (MUST BE 21 OR OVER)

Full Name (Last, First, Middle, Maiden)

Sex *

Social Security N

Calderon, Manuel Guillermo *

F	M
<input type="radio"/>	<input checked="" type="radio"/>

568-79-5380

Date of Birth

Place of Birth

7/8/67 *

Los Angeles, California *

Home Street Address

City

County

5901 Locust Street *

Lincoln *

Lancaster

State

Zip Code

Home Telephone Number

NE *

68516 *

402-486-0965 *

Business Telephone Number

Drivers License Number

402-435-1634 *

V04014604 *

NE

Are You Married? * Yes ☐ No ☒ If Yes, You must complete the following:

SPOUSE'S INFORMATION

Drivers License Number <input type="text"/>	State <input type="text"/>	Date of Birth <input type="text"/>
Place of Birth <input type="text"/>		

*** 1. READ CAREFULLY.** Answer completely and accurately.

Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Yes No

☒ ☐

See Application for License, Question 1

*** 2.** Have you or your spouse ever made application for any liquor license or manager for any liquor license? IF YES, for what premise give license number and date.

Yes No

☐ ☒

*** 3.** Have you or your spouse ever made a compromise settlement for violation of such laws?

Yes No

☐ ☒

*** 4.** Do you, as a manager, have all the qualifications required by any person entitled to hold a Nebraska Liquor License?

Nebraska Liquor Control Act (§53-131.01)

Yes No

☒ ☐

*** 5.** Have you filed fingerprint cards and **PROPER FEES** (if check, make out to the NE State Patrol), with this application?

Yes No

☒ ☐

RESIDENCES SINCE AGE 18, APPLICANT AND SPOUSE MUST COMPLETE

<p>*See Application for License, Question 16</p>		<p>Year From To</p>	
<p>Applicant: City & State</p>			
<p>Lincoln, NE</p>		<p>01</p>	<p>01</p>
<p>Spouse: City & State</p>			
<p></p>		<p></p>	<p></p>

<p>Year From To</p>	
<p>Applicant: City & State</p>	
<p>Grand Island, NE</p>	
<p>98 01</p>	
<p>Spouse: City & State</p>	
<p></p>	

<p>Year From To</p>	
<p>Applicant: City & State</p>	
<p>Hastings, NE</p>	
<p>97 98</p>	
<p>Spouse: City & State</p>	
<p></p>	

<p>Year From To</p>	
<p>Applicant: City & State</p>	
<p>Aurora, NE</p>	
<p>96 97</p>	
<p>Spouse: City & State</p>	
<p></p>	

<p>EMPLOYERS - LIST LAST TWO EMPLOYERS</p>	
---	--

<p>Name of Employer</p>		<p>Year From To</p>	
<p>Self employed</p>		<p>1996</p>	<p>2001</p>
<p>Name of Supervisor</p>		<p>Telephone Number</p>	
<p></p>		<p></p>	

<p>Name of Employer</p>		<p>Year From To</p>	
<p>US Navy</p>		<p>1988</p>	<p>1996</p>
<p>Name of Supervisor</p>		<p>Telephone Number</p>	
<p></p>		<p></p>	


<p>PERSONAL OATH AND CONSENT OF INVESTIGATION - MUST BE SIGNED BY APPLICANT & SPOUSE</p>	
---	--

STATE OF NEBRASKA)
) SS
COUNTY OF Lancaster)

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec. §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, an affidavit may be attached, however, fingerprint cards are still required to be filed.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and inaccurate.


Signature of Applicant

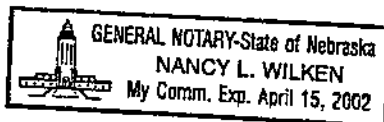
Signature of Spouse (if applicable)

Subscribed in my presence and sworn to before me this
8 day of November, 2001.

Subscribed in my presence and sworn to before me this _____ day of _____.

Notary Signature & Seal

Notary Signature & Seal



Verify and Print

FORM 35-4013
REV. 2/01

STATE OF

NEBRASKA

United States of America,
State of Nebraska } ss.



Department of State
Lincoln, Nebraska

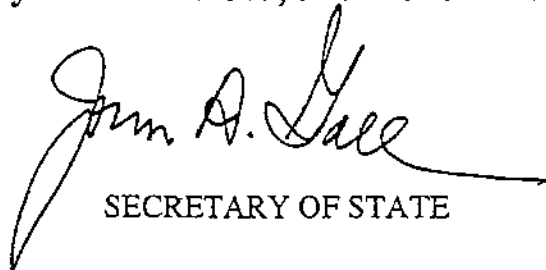
I, John A. Gale, Secretary of State of Nebraska do hereby certify;

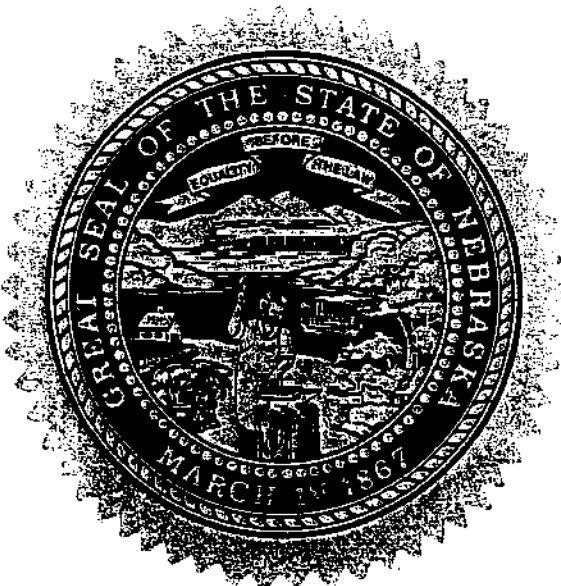
PRENSA LATINA, INC.

was duly incorporated under the laws of this state on April 12, 2001 and do further certify that no occupation taxes assessed are unpaid and no annual reports are delinquent; articles of dissolution have not been filed and said corporation is in existence as of the date of this certificate.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on November 8, in the
year of our Lord, two thousand one.


SECRETARY OF STATE



ARTICLES OF INCORPORATION

OF

PRENSA LATINA, INC.

I, the undersigned incorporator, for the purpose of forming a corporation under the Nebraska Business Corporation Act, adopt the following articles of incorporation:

ARTICLE ONE. Name. The name of the corporation is Prensa Latina, Inc.

ARTICLE TWO. Duration. The duration of the corporation is perpetual.

ARTICLE THREE. Purposes. The transaction of any or all lawful business for which corporations may be incorporated under the Nebraska Business Corporation Act.

ARTICLE FOUR. Capitalization. The aggregate number of shares which the corporation is authorized to issue is one thousand (1000), having a par value of Ten Dollars (\$10) each.

ARTICLE FIVE. Registered Office and Registered Agent. The street address of the initial registered office of the corporation in Hall County, Nebraska is 310 North Walnut Street, Grand Island, Nebraska 68801, and the name of its initial registered agent at that address is Manuel Calderon.

ARTICLE SIX. Incorporator. The name and address of the incorporator is:

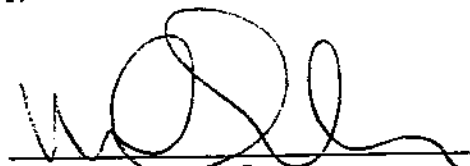
Name

Address

Manuel Calderon

310 North Walnut Street, Grand Island, Nebraska 68801

Executed by the undersigned on January 10, 2001.


Manuel Calderon, Incorporator

PURCHASE AGREEMENT

This Agreement is made this 8 day of November, 2001, by and between Ben Lobo, Lincoln, Nebraska, "Seller", and Prensa Latina, Inc., a Nebraska corporation, "Purchaser". The parties hereto agree as follows:

1. This Agreement is contingent upon the granting of a liquor license to Prensa Latina, Inc., by the Nebraska Liquor Control Commission for the property located at 815 "O" Street, Lincoln, Nebraska.

2. The Seller agrees to sell and the Purchaser agrees to buy the stock of liquors, wines, and other alcoholic beverages and other merchandise or stock in trade of the Seller for \$3,000.00, receipt of which is hereby acknowledged. A copy of the current inventory is attached hereto as Schedule "A".

3. Seller also agrees to sell and transfer to the Purchaser, and Purchaser agrees to purchase the good will of the business operation of the Seller, at its present location at 815 "O" Street, Lincoln, Nebraska, currently known as Zapata Mexican Restaurant-Cantina.

4. Seller agrees, not to compete with Purchaser, by operating a restaurant and bar, bar and dance club, or sponsoring dances, in competition with the business conducted by the Purchaser at 815 "O" Street, within Lincoln, Nebraska.

5. In consideration of the above terms and conditions, and to reimburse Seller for his security deposit on the premises at 815 "O" Street, Lincoln, Nebraska, Purchaser agrees to further compensate Seller in the amount of \$4,000.00, which amount shall be held in escrow by the Law Firm of Butler, Galter, O'Brien & Boehm, pending approval of the liquor license for Prensa Latina, Inc.

6. This sale does not include any of the Seller's accounts or notes receivable, which remain the Seller's property. Purchaser does not assume any of the Seller's accounts payable or other debts. Purchaser does not assume any contracts entered into by Seller in the course of his business.

7. Seller represents and warrants that Seller has paid all payroll taxes, withholding taxes and sales taxes due to all federal and state taxing authorities or otherwise guarantees that any such taxes due and owing as of the date of this Agreement shall be paid by Seller.

8. This Agreement is binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

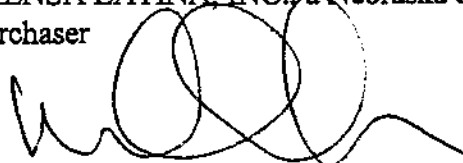
9. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

Dated this 8 day of November, 2001.



BEN LOBO, Seller

PRENSA LATINA, INC., a Nebraska corporation,
Purchaser



BY: _____

Manuel Calderon, Its President

SCHEDULE "A"
LIQUOR INVENTORY

Dekuyper			
Strawberry	1 L.	75%	
Hot Damn	1 L.	1 oz.	
Peach Pucker	1 L.	2 oz.	
Butter Shots	1 L.	10%	
Vanilla	1 L.	70%	
Root Beer	1 L.	60%	
Apple Pucker	1 L.	30%	
Peachtree Schnapps	1 L.	75%	
Blue Curaco	1 L.	75%	
Amaretto	1 L.	75%	
Sloe Gin	1 L.	75%	
Stolichwaya Vodka	Orange	25%	1 L.
Stolichwaya Vodka	Regular	2 oz.	1 L.
Stolichwaya Vodka	Peach	15%	1 L.
Skol Vodka	1 L.	10%	
Hiram Walker Triple Sec.	1 L.	40%	
Suntory Midori Melon	1 L.	75%	
Ten High Whiskey	1 L.	40%	
Skol Gin	1 L.	75%	
Kamora Coffee Liqueur	1 L.	25%	
Cruzan Banana Rum	.750 ml.	40%	
Tequila:			
Cabo Wabo	750 ml.	50%	
Tres Generaciones Plata	750 ml.	30%	
Chinaco Reposado	750 ml.	40%	
Herradura Añejo	750 ml.	50%	
Casabores Reposado	750 ml.	70%	
Sauza Extra Gold	1 L.	15%	
Goldschlager	1 L.	40%	
Cuarante y Tres Liqueur	750 ml.	45%	
Tangle Ridge Whiskey	750 ml.	40%	
Rumple Mintz	1 L.	60%	
E & J Brandy	750 ml.	20%	
Tia Maria Liqueur	1 L.	20%	
Grand Marnier	1 L.	30%	
Beefeater Gin	1 L.	80%	
Tanqueray	750 ml.	50%	

Courvoisier	750 ml.	90%
Drambui	750 ml.	75%
Don Pedro Brandy	750 ml.	80%
Absolut Vodka	1 L.	75%
Absolut Citron	1 L.	20%
Fris Vodka	1 L.	80%
Kaluha	1 L.	20%
Chivas Regal	750 ml.	40%
Johnny Walker Red	750 ml.	50%
Jim Beam	7 L.	60%
Wild Turkey	1 L.	60%
Potters Whiskey	1 L.	90%
Canadian Club Whiskey	1 L.	60%
Windsor	1 L.	90%
Seagrams 7	1 L.	70%
Martinia & Rossi Vermouth	750 ml.	90%
Bacardi Gold Rum	1 L.	40%
Capt. Morgan	1 L.	90%
Bacardi	1 L.	30%
Bacardi Limon	1 L.	90%
Castillo Gold Rum	1 L.	90%
Bacardi Saños	1 L.	90%
Whalers Rum	750 ml.	80%
Glenlivett 12 Whiskey	1 L.	50%
Crown Royal	750 ml.	90%
Bailey	1 L.	30%
Royal Delux Chambord		90%
Royal Delux Chambord		100%
Vermouth x 2	1 L.	90%
Peachtree Schnapps	1 L.	90%
Kamora Coffee Liqueur	1 L.	90%
Don Pedro	750 ml.	90%
Rumple Mintz	1 L.	90%

30 cases Bud Light 12 oz. Bottles
 20 cases Corona 12 oz. Bottles
 5 cases Bud Light 12 oz. Cans
 1 case Zima
 2 cases of XX Equis
 53 cases Modelo Regular
 2 cases Modelo Dark
 1 case Heineken
 2 cases Tecate bottles

Individual bottles and cans

Modew Especial - 9

Dos Equis - 3

Heineken - 7

Morelo Negra - 4

Tecate - 14

Miller Light - 9

Michelob - 12

MGD - 10

Tequila - 11

XX Equis - 29

Carta Blanca - 9

Modelo Bote - 18

Dos Equis - 14

Tequila - 6

Zima - 5

Coors Light - 14

Boulevard - 13

Modelo Negra - 12

Heineken - 7

Bud Light - 42

Corona - 25

Bud - 21

ASSIGNMENT OF RETAIL LEASE AND
PERSONAL PROPERTY LEASE
AND CONSENT OF LANDLORD

This Agreement is made this 8th day of November, 2001, between Manuel Calderon, Luis Cabeles, Fabian Sanchez ~~and Ruben Sanchez~~ of Lincoln, Nebraska, referred to as "Assignors" and Prensa Latina, Inc., a Nebraska corporation, referred to as "Assignee".

RECITALS

The parties declare:

- A. Assignors entered into a Retail Lease Agreement for Suites 1 and 2, 815 "O" Street, Lincoln, Nebraska, as Tenant effective November 1, 2001, with Property Investors, LLC, of Lincoln, Nebraska, referred to as "Landlord", a copy of which is attached hereto as Exhibit "A".
- B. Assignors desire to assign and Assignee desires to assume the rights, duties, and liabilities of Tenant under this Retail Lease Agreement.
- C. Assignors also entered into a Personal Property Lease Agreement, as Lessees effective November 1, 2001, with Ben Lobo of Lincoln, Nebraska, referred therein as "Lessor", a copy of which is attached hereto as Exhibit "B".
- D. Assignors also desire to assign and Assignee desires to assume the rights, duties and liabilities of the Lessees under this Personal Property Lease Agreement.

WHEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

- 1. Assignee agrees to pay to Assignors, \$4,000.00 per month, plus 5% of the gross receipts per month derived from the demised premises at 815 "O" Street, Lincoln, Nebraska, for the remainder of the terms of the respective Lease Agreements both of which expire on January 31, 2005.
- 2. The Assignment of the Retail Lease will be subject to all terms and conditions contained in said Retail Lease Agreement and the premises will be used by the prospective Assignee for the business of a restaurant and bar on Suite 2 and a bar and dance club in Suite 1.
- 3. The Assignee will assume all rights, duties and liabilities of the respective Lease Agreements to be performed by the Assignors, including the duty to pay all rent or other charges required under the provisions of the respective Lease Agreements. The Assignee will hold the Assignors harmless from any damages or expenses incurred by Assignors after the effective date of this Assignment and under the respective Lease Agreements provisions.

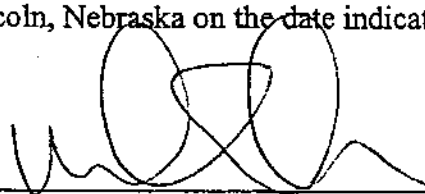
4. In the event the Assignee surrenders the Lease Agreements during their term, the Assignee shall advise the Assignors of that intention prior to any surrender in order that Assignors shall assume the Lease Agreements for the remainder of their terms.

5. This Agreement is binding upon and shall insure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.


6. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

7. This Assignment shall in no way release Assignors from any liability or obligation for the payment of rent and the compliance with all of the terms of said Retail Lease Agreement.

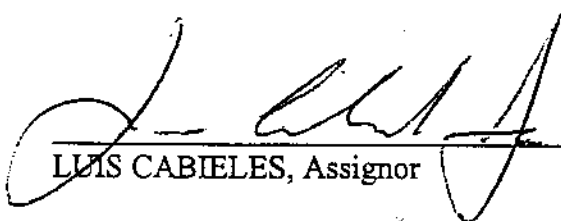
IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at Lincoln, Nebraska on the date indicated below.



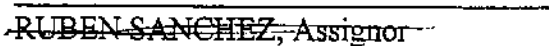
MANUEL CALDERON, Assignor



FABIÁN SANCHEZ, Assignor

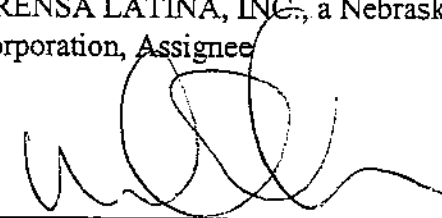


LUIS CABIELES, Assignor



~~RUBEN SANCHEZ, Assignor~~

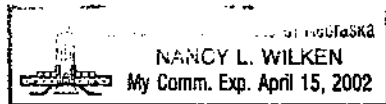
PRENSA LATINA, INC., a Nebraska
corporation, Assignee

BY: 

Manuel Calderon, Its President

STATE OF NEBRASKA)
) ss.
County of Lancaster)

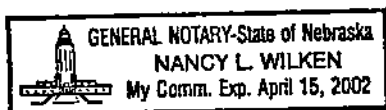
Subscribed and sworn to before me this 8 day of November, 2001, by Manuel Calderon, Assignor.



Nancy L. Wilken
Notary Public

STATE OF NEBRASKA)
) ss.
County of Lancaster)

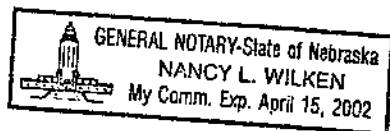
Subscribed and sworn to before me this 8 day of November, 2001, by Luis Cabeles, Assignor.



Nancy L. Wilken
Notary Public

STATE OF NEBRASKA)
) ss.
County of Lancaster)

Subscribed and sworn to before me this 8 day of November, 2001, by Fabian Sanchez, Assignor.



Nancy L. Wilken
Notary Public

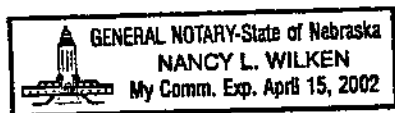
STATE OF NEBRASKA)
) ss.
County of Lancaster)

Subscribed and sworn to before me this _____ day of November, 2001, by Ruben Sanchez, Assignor.

Notary Public

STATE OF NEBRASKA)
) ss.
County of Lancaster)

Subscribed and sworn to before me this 8 day of November, 2001, by Prensa Latina, Inc., a Nebraska corporation by Manuel Calderon, its President.



Nancy L. Wilken

Notary Public

CONSENT OF LANDLORD
FOR ASSIGNMENT OF RETAIL LEASE AGREEMENT

MF

*Monte L. Froehlich
and Lisa R. Froehlich*

~~Property Investors, LLC~~, the Landlord in the above described Retail Lease Agreement, consents to the assignment and transfer of the Retail Lease Agreement for Suites 1 and 2, 815 "O" Street, Lincoln, Nebraska, including all terms and conditions, to Assignee, but does not waive any rights against Assignors that Landlord has under the Retail Lease Agreement. Assignors/Tenants remain liable for compliance with all of the terms of the Retail Lease Agreement.

Monte L. Froehlich

MONTE L. FROEHLICH, Managing Member
~~PROPERTY INVESTORS, LLC, Landlord~~
*Monte L. Froehlich attorney-in-fact
for Lisa R. Froehlich*

PERSONAL PROPERTY LEASE

Ben Lobo, Lincoln, Nebraska, referred to as "Lessor", leases to Manuel Calderon, Luis Cabiels, Fabian Sanchez and ~~Ruben Sanchez~~, of Lincoln, Nebraska, referred to as "Lessees, and Lessees lease from Lessor the following personal property located at 815 "O" Street, Lincoln, Nebraska, and listed in Schedule "A" attached hereto and incorporated herein by this reference and referred to as the Property.

1. Term of Lease. The term of this Lease shall be from November 1, 2001, to January 31, 2005, unless otherwise terminated as provided in this agreement.

2. Contingency. This Lease is contingent upon the grant of a liquor license to Prensa Latina, Inc., by the Nebraska Liquor Control Commission for the premises at 815 "O" Street, Lincoln, Nebraska.

3. Payment of Rent. In consideration of leasing the Property, Lessees agrees to pay the Lessor as rent for the property the sum of \$3,000.00 per month, the first payment of which is hereby acknowledged, and each subsequent payment of which is payable on or before the first day of each month thereafter, during the entire term of this lease. Such payments shall be made to Lessor at Prisa Mexican Market, 1037 "L" Street, Lincoln, NE 68508.

4. Option to Purchase. Lessees shall have an option to purchase the Property at any time during the term of this Lease for the amount of \$150,000.00 less any lease payments made prior to the date of purchase.

5. Use and Preservation of the Property. Lessees shall use the Property in a careful and proper manner, shall comply with all applicable laws and regulations, and shall maintain the Property in good repair and condition. Lessees assume all risk of loss and damage to the Property from any cause whatsoever and agree that the Property will be returned to Lessor in the same appearance and condition as when received, ordinary wear and tear accepted.

6. Termination of Lease by Default. If Lessees fail to perform any of the conditions or covenants of this Lease or remove or attempt to remove the Property from 815 "O" Street, without first obtaining the written consent of Lessor, Lessor may terminate this Lease and Lessees' right to possession of the Property, and immediately take possession of the Property without demand upon or notice to Lessees.

7. Lessor's Right of Inspection. At all times during Lessees' business hours, Lessor shall have the right to enter the premises where the Property is located for the purpose of inspection of the Property.

8. Obligation to Pay Taxes and Fees. Lessees shall pay all license fees, assessments, and property taxes imposed on the Property during the term of this Lease, either directly or by reimbursement of Lessor.

9. Limitation of Warranties. Lessees acknowledge that the Property is of a size, design, capacity and manufacture selected by Lessees. Lessor has not made and does not make any representation, warranty, or covenant, expressed or implied with respect to the condition of the Property except as set forth herein. Lessor shall not be liable to Lessees for any liability, loss, or damage caused directly or indirectly by the Property, by any inadequacy or defect, or by any incident in connection with the Property.


10. Lessor's Warranties. Lessor warrants that he has good and marketable title to the property and it is free and clear from all liens, judgments and attachments, and that all taxes or assessments on this property have been paid to date. Lessor further warrants that the property is in good working order, and that Lessor will further ensure that the dishwasher is repaired and in good working order. Lessor further agrees to relocate the DJ/Disco Lights and the DJ booth in order to meet current code requirements.

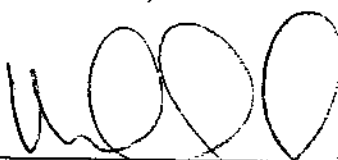
11. Agreement Binding. This Agreement is binding upon and shall insure to the benefit of the parties, their heirs, executors, administrators, successors and assigns.

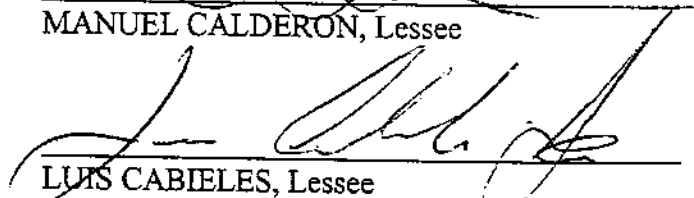
12. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Nebraska.


IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the date indicated below.

Dated: November 8, 2001.


BEN LOBO, Lessor


MANUEL CALDERON, Lessee


LUIS CABIELES, Lessee


FABIAN SANCHEZ, Lessee

~~RUBEN SANCHEZ, Lessee~~

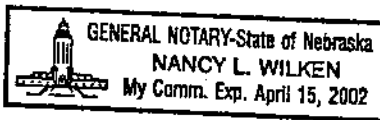
RECEIVED

NOV - 8 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

STATE OF NEBRASKA)
) ss.
County of Lancaster)

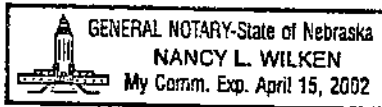
Subscribed and sworn to before me this 8 day of November, 2001, by Ben Lobo,
Lessor.



Nancy L. Wilken
Notary Public

STATE OF NEBRASKA)
) ss.
County of Lancaster)

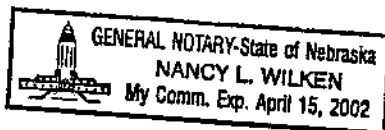
Subscribed and sworn to before me this 8 day of November, 2001, by Manuel
Calderon, Lessee.



Nancy L. Wilken
Notary Public

STATE OF NEBRASKA)
) ss.
County of Lancaster)

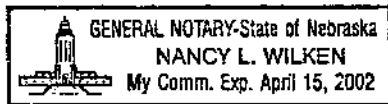
Subscribed and sworn to before me this 8 day of November, 2001, by Luis Cabieles,
Lessee.



Nancy L. Wilken
Notary Public

[illegible]

Subscribed and sworn to before me this 8 day of November, 2001, by Fabian Sanchez, Lessee.



Janey L. Wilkin
Notary Public

STATE OF NEBRASKA)
) ss.
County of Lancaster)

Subscribed and sworn to before me this 11 day of November, 2001, by Ruben Sanchez, Lessee.

Notary Public

SCHEDULE "A"

- 1-Margarita container
- 10-Pint glasses
- 12-beer pitchers
- 1-small freezer for pints
- 1-four-door cooler (1 needs repair)
- 138-16 oz. draw glasses
- 36-Margarita glasses
- 48-shot glasses
- 13-Martini glasses
- 13-wine glasses
- 8-coffee glasses
- 4-parfait glasses
- 20-brandy glasses
- 20-mix glasses
- 4-margarita pitcher glasses
- 6-margarita ½ pitcher glasses
- 3-pilsner glasses
- 47-white chairs upstairs
- 15-green tables
- 11-booth tables
- 12-booth chair pieces
- 13-green bar stools
- 1-round tall table
- 4-high chairs wood
- 3-plastic booster chairs
- 1-menu table
- 2-white cabinets
- 2-food serving stands
- 7-TV's 19"
- 1-big screen TV
- 1-ice machine
- 1-door standup cooler (bottom door gone)
- 1-time clock
- 26-ashtrays
- 1-adding machine
- 1-Coca Cola gun
- 1-ice cooler for drinks
- 1-ice scoop
- 1-bar blender
- 5-mixing cups
- 1-oven
- 1-deep fat fryer

1-stove (oven not working)

1-microwave

3-prep tables

1-two-door freezer

1-three-door refrigerator

1-one-door cooler

1-dishwasher

miscellaneous pots and pans

DJ/disco lights

DJ sound equipment

DJ booth

1. On November, 2001, Seller and Buyer entered into a contract for sale of the business known as Zapata's Mexican Restaurant-Cantina, which contract is contingent upon Buyer receiving approval for a liquor license to operate the business.
2. Seller and Buyer agree to allow Buyer to operate the business, subject to approval by the Liquor Control Commission, for a period not to exceed 120 days subsequent to November 8, 2001, the date of filing the application with the Liquor Control Commission.
3. Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;
4. Buyer will at all times be the agent of the Seller, but Buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when Buyer is acting as Seller's agent; it is specifically understood that Seller shall have no liability for the operation of the business during this period of time, and Buyer agrees to indemnify and hold Seller harmless from any claims arising during this period of operation; however, it is understood that the liquor license remains in the name of the Seller and Seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as Seller's license is canceled;
5. At time of closing, certain funds will be held in escrow pending issuance of the license.

6. Financial Institution: Name, Address, Account number of where escrow account is being held
US Bank; 13th & M Streets, Lincoln, NE #150890261962

7. All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same escrow agent to be held until the issuance of the license, it being specifically understood that the Buyer shall receive no profits from the operation of the business until the liquor license has been issued to Buyer, but shall have the right to direct the investment of profit funds by escrow agent.

8. This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

9. It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.

Signature of Seller Ben Lebo

Signature of Seller Manuel Calderon

Signature of Buyer Manuel Calderon

Signature of Buyer PRESIDENT PRENSA LATINA, INC

Dated this _____ day of _____, _____.

STATE OF NEBRASKA)
COUNTY OF LANCASTER)^{ss}

The above and foregoing Agency Agreement was acknowledged before me this 8 day of November, 2001,
by Ben Lebo, as Seller, _____, as Seller.

The above and foregoing Agency Agreement was acknowledged before me this 8 day of November, 2001,
by Manuel Calderon, as Buyer, _____, as Buyer.

Signature & Seal of Notary Public Nancy L. Wilken

